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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/642,934	08/18/2003	Binh T. Nguyen	IGT1P279/P000835-001	4848

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EXAMINER	
JONES, MARCUS D	

ART UNIT	PAPER NUMBER
3714	

NOTIFICATION DATE	DELIVERY MODE
12/10/2009	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

USPTO@wavsip.com

Office Action Summary	Application No.	Applicant(s)	
	10/642,934	NGUYEN ET AL.	
	Examiner	Art Unit	
	Marcus D. Jones	3714	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *24 September 2009*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1,3-9,12 and 14-24* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1,3-9,12 and 14-24* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date *IDS(11 November 2009) and IDS (25 September 2009)*
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Response to Amendment

The amendment file 24 September 2009 in response to the previous Non-Final Office Action (24 June 2009) is acknowledged and has been entered.

Claims 1, 3-9, 12, and 14-24 are currently pending.

Claims 2, 10, 11, 13 and 25-37 are cancelled.

Claim Rejections - 35 USC § 102

1. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

2. Claim 14 is rejected under 35 U.S.C. 102(e) as being anticipated by Boyd et al. (US PGPub 2003/0070178).

In reference to claim 14, Boyd discloses: A tournament server, comprising: a network interface operatively couple to a network; a controller operatively coupled to the network interface, the controller comprising a processor and a memory operatively coupled to the processor (*The lounge server runs on the system hardware (pg 3, par 73 and pg 4, par 81). It is further inherent that a server includes a network interface and a controller*), the controller configured to: receive, via the network interface, data indicative

of a gaming unit on which a player has chosen to play a selected one or more games in a tournament (pg 5, par 92, *The player is required to create an account and disclose his name, address, and credit card information. The disclosed information is stored in the player's table in the database*), wherein the chosen gaming unit is not configured for playing the one or more selected games in the tournament and gaming software for the one or more selected games is not stored on the chosen gaming unit when the data is received (pg 4, par 75, *When a player is ready to participate, he loads up his lounge client. The lounge client automatically connects to the lounge server, as the location of the server is stored within the client*) after the player has chosen the gaming unit, loading the gaming software for the one or more selected games and the configuration data to the chosen gaming unit, thereby effectively configuring the chosen gaming machine for participation in the tournament play of the one or more selected games and enabling the player to use the chosen gaming machine to play the one or more games in the tournament (pg 5, par 87, *Before the player may use the client program, he must first download and install it. The install program is install shield and it appropriately creates various directories and places files within the directories*); receiving a fee from a player to play in the tournament (pg 1-2, par 13, *Tournament games have a "buy-in"*); i) determining a single winning player of the tournament, if any; and if the winning player of the tournament is determined, generating data indicative of a value payout to be awarded to the winning player; or ii) determining a plurality of winning players of the tournament and generating data indicative of a plurality of respective value payouts to be awarded to the plurality of winning players, wherein the plurality of respective value

payouts comprises a plurality of shares of a jackpot (pg 9-10, par 144, *When a player wins a tournament or places high enough that his awarded a prize, the credit will be issued directly to his account. Boyd discloses both single and multiple winners in the form of "placing". Boyd also discusses splitting the prize pool among multiple winners (pg 1. par 12)*).

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2. The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

3. Claims 1, 3-9, 15-21, and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Boyd et al. (US PGPub 2003/0070178), and further in view of Morrow et al. (US PGPub 2003/0064771).

In reference to claims 1, 3, 4, and 21 Boyd discloses: A computer-implemented method, comprising: receiving data indicative of a gaming unit on which a player has

chosen to play a selected one or more games in a tournament (pg 5, par 92, *The player is required to create an account and disclose his name, address, and credit card information. The disclosed information is stored in the player's table in the database*), wherein the chosen gaming unit is not configured for playing the one or more selected games in the tournament and gaming software for the one or more selected games is not stored on the chosen gaming unit when the data is received (pg 4, par 75, *When a player is ready to participate, he loads up his lounge client. The lounge client automatically connects to the lounge server, as the location of the server is stored within the client*); obtaining the gaming software for the one or more selected games and configuration data for configuring the chosen gaming machine for playing the selected one or more games in the tournament, wherein the gaming software can effectively configure the chosen gaming unit for playing the one or more games in a tournament; after the player has chosen the gaming unit, loading the gaming software for the one or more selected games and the configuration data to the chosen gaming unit, thereby effectively configuring the chosen gaming machine for participation in the tournament play of the one or more selected games and enabling the player to use the chosen gaming machine to play the one or more games in the tournament (pg 5, par 87, *Before the player may use the client program, he must first download and install it. The install program is install shield and it appropriately creates various directories and places files within the directories*); receiving a fee from a player to play in the tournament (pg 1-2, par 13, *Tournament games have a "buy-in"*); i) determining a single winning player of the tournament, if any; and if the winning player of the tournament is determined,

generating data indicative of a value payout to be awarded to the winning player; or ii) determining a plurality of winning players of the tournament and generating data indicative of a plurality of respective value payouts to be awarded to the plurality of winning players, wherein the plurality of respective value payouts comprises a plurality of shares of a jackpot (pg 9-10, par 144, *When a player wins a tournament or places high enough that his awarded a prize, the credit will be issued directly to his account. Boyd discloses both single and multiple winners in the form of "placing". Boyd also discusses splitting the prize pool among multiple winners (pg 1. par 12)*). Further, the Applicant states that the gaming software may comprise one or more of an executable file, a configuration file, a data file, a pay table, etc. The software may also comprise a plurality of seed for a random number generator. The lounge client of Boyd is clearly an executable file. However, Morrow teaches a reconfigurable game machine wherein the game on the gaming machine may be changed or updated by transferring new game and related software, including artwork, pay tables, graphics sound, and the like from either a CD-ROM, an intranet, the Internet or any attached network or local storage medium (pg 2, par 12).

Since Boyd discloses ensuring that the game system has the most up to date software (pg 5, par 88) and the lounge server directs the servers to modify game parameters such as changing the type of game (pg 4, par 74), it would have been obvious to a person having ordinary skill in the art at the time of the invention to have modified Boyd in view of Morrow to reconfigure the gaming software with the most up to date software version which would include a new pay table.

In reference to claims 5 and 16, Boyd discloses: confirming that the gaming software was loaded to the gaming unit successfully (pg 5, par 89, *When the player logs in with his lounge client, the client sends a check sum to the lounge server and compares it to an expected value*).

In reference to claims 6 and 17, Boyd discloses: authenticating the gaming software after loading the gaming software to the gaming unit (pg 5, par 88, *If the lounge server determines that the client program is out of date, then the server initiates a forced update*).

In reference to claims 7, 8, 9, 18, 19 and 20, Boyd discloses: wherein the gaming software comprises an executable file, a configuration file and a data file (pg 4, par 83, *executable program* and pg 5, par 97, *configuration file. See also discussion of claim 1*)

In reference to claim 15, Boyd discloses: wherein the controller is further configured to: determine whether the chosen gaming unit is already configured for playing in the tournament; and load gaming software to the chosen gaming unit only if the gaming unit is not already configured for playing in the tournament (pg 5, par 93, *the lounge client is first downloaded and then installed by a player from a website*).

In reference to claim 24, Boyd discloses: wherein the controller is further configured to transmit a plurality of indicators of outcomes of games to the gaming unit (pg 10, par 146, *The system logs every hand and every action. Thus, every time a player is seated, they are dealt cards, or actions occur (bets, hand, wins, etc) the information is stored in a hand log relative to the table at which the play occurred*).

1. Claims 12, 22, and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Boyd in view of Morrow, and further in view of Halliburton et al. (US PGPub 2002/0052229).

In reference to claims 12, 22 and 23, Boyd discloses the invention substantially as claimed. Boyd discloses that the lounge server randomly assigns the players to the various tables (pg 7, par 119), but does not specifically disclose randomly or pseudo-randomly generating a plurality of seeds for a random number generator to be implemented by the gaming unit. Halliburton teaches a solitaire game played over the Internet that uses server/client architecture. The sequence of cards for each player is determined by using a randomly generated seed to locally generate a random sequence of cards (pg 5, par 45).

It would have been obvious to a person having ordinary skill in the art at the time of the invention to have modified Boyd in view of Halliburton to include the step of the server randomly generating a plurality of seeds and sending them to game playing clients for generating random outcomes in order to provide more effective random number generation since the seed is generated independently of the gaming unit.

Response to Arguments

2. Applicant's arguments have been fully considered but they are not persuasive. With respect to claim 1, the Applicant submits that "the "gaming software" in Boyd's gaming machines is only communication software, not the game itself."

3. The Examiner respectfully disagrees.

4. As claimed and broadly interpreted, the gaming software of the instant application is not necessarily the game itself either. As discussed above, the Applicant lists that the game software may include one or more of an executable file, a configuration file, a data file, a pay table, etc. Clearly the lounge client is an executable file. Furthermore, the client program acts as a conduit to the lounge and gaming servers. The Applicant's assertion that the combination of Boyd and Morrow "appear to add more functionality to the gaming unit" and that "this teaching is contrary to that of Boyd." The Examiner respectfully disagrees. Boyd also discloses that the lounge server directs the table servers to modify game parameter such as changing the type of game (pg 4, par 74). As discussed above, Morrow teaches downloading new game software to the game unit (pg 2, par 12).

5. With respect to claim 14, the Applicant correctly asserts that "the client program is downloaded and installed on to the gaming unit, manually by the player himself after he locates it on a website."

6. However, the Examiner does not acquiesce that this is different from the claimed invention. As claimed, the instant application states, "after the player has chosen the gaming unit..." The Examiner asserts that this process is not automatic. Nowhere in the claim language is there a requirement for the loading of the gaming software to be automatic. Just the same, once the client is found on the website, installation (install shield) is taken over by the controller. This is standard procedure when installing new software to a computer system.

Conclusion

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. See form PTO-892.

8. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Marcus D. Jones whose telephone number is (571)270-3773. The examiner can normally be reached on M-F 9-5 EST, Alternate Fridays off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John M. Hotaling can be reached on 571-272-4437. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Marcus D. Jones/
Examiner, Art Unit 3714

/John M Hotaling II/
Primary Examiner, Art Unit 3714